

Confidentiality Policy

February 10, 2009

The Recycling and Waste Management Infrastructure Project (Infrastructure Project) involves gathering information from private waste management and recycling firms that they may consider confidential.

The California Integrated Waste Management Board (CIWMB), R.W. Beck and its subcontractors are committed to ensuring that information identified as confidential by private entities (individually and collectively referred to as “company” and “companies”) providing it is managed appropriately and not publicly released.

Towards this end, the CIWMB and Contractor team will abide by the following policies.

1. Clearly Identify Confidential Information

Companies providing information for this project will be clearly informed of which requested information will be treated as confidential and which may be released to the public.

2. No Public Release of Confidential Information

No information identified as confidential will be publicly released on a company or facility-specific basis, with the exception of information that is already public as described under “Exceptions” below. Confidential company or facility-specific data from multiple facilities may be aggregated and reported at a regional level (e.g., as totals or averages across multiple facilities). In such circumstances data will be aggregated at a geographic level and with a number and size of facilities sufficient to ensure that the reader cannot reasonably infer sensitive data regarding a particular company or facility. Special attention will be given to safeguarding confidential data associated with large facilities whose data may be readily discernable if aggregated only with small facilities in a given region.

3. Honor Requests to Identify what Information is Confidential and/or to Not Provide Confidential Information to the CIWMB

Data gathering surveys will provide an opportunity for respondents to identify any information they wish to be identified as confidential, and information they request not be shared with the CIWMB. All such requests will be honored. Any confidential information R.W. Beck does provide to the CIWMB (i.e., when not requested otherwise) will be clearly identified as confidential.

4. Limited Access to Confidential Information

Only those contractor staff requiring access to sensitive data/information in order to complete the Infrastructure Project will be provided with access.

5. Confidentiality Provisions in Contracts

The CIWMB's main contract with R.W. Beck (which is incorporated by reference in all subcontract agreements) includes the following clause (as part of Exhibit D, Special Terms and Conditions).

“6. Confidentiality/Public Records: The Contractor and the CIWMB understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. The CIWMB agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to the CIWMB, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.”

Moreover, R.W. Beck's subcontractors have further signed subcontracts including the following clause:

“4. Confidentiality and Proprietary Information: Subconsultant shall keep confidential all information it obtains in connection with the services to be provided under this Agreement and will not disclose any of it without the written consent of R. W. Beck unless the information is otherwise generally available to the public. All documents, technical data, drawings, estimates, specifications, collations or analyses or other information produced or obtained in the course of performing services under this Agreement are, and will remain, the property of R. W. Beck or Client and may not be copied or used in any manner except in connection with the Scope of Services. Subconsultant agrees to comply with the terms and conditions of any Confidentiality or Non-Disclosure Agreement between R. W. Beck and the Client, and between R. W. Beck and a third party relating to the Main Contract.”

6. Company-Specific Confidentiality Agreements

Where specifically requested, R.W. Beck and/or its subcontractors will consider entering into a confidentiality agreement with companies asked to provide confidential information for the project.

7. Consider Improvements to this Confidentiality Policy

As part of the stakeholder outreach to be conducted at the outset of the Infrastructure Information Project, the CIWMB and its contractors will seek additional suggestions on how concerns over confidentiality can best be addressed.

8. Exceptions

The CIWMB and its contractor team will not be prohibited from disclosing any information which:

- Is not considered confidential under the terms of the California Public Records Act;
- Is or becomes generally available to the public other than as a result of a disclosure by the firm through this project;

- Was already in the CIWMB's or contractor's possession before any disclosure of the information by the company;
- Has been or is obtained by the CIWMB or its contractor from a third party (other than one acting on behalf of the company) who the CIWMB or contractor has no reason to believe is not lawfully in possession of the information and who the CIWMB or contractor has no reason to believe is in violation of any contractual, legal or fiduciary obligation to the company with respect to the information;
- Is required to be disclosed by a subpoena or other directive of a court, administrative agency, quasi-judicial body or arbitration panel; or
- Is independently developed by the CIWMB or contractor.

ATTACHMENT:
SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement is entered into this ___ day of ___, 2009, between _____, a California corporation (the "Company") and R. W. Beck, Inc., a Washington corporation ("Beck") with respect to the following facts:

- A. Beck is conducting a Recycling and Waste Management Infrastructure Project (Infrastructure Project) as a representative of the California Integrated Waste Management Board (CIWMB), and the Company is engaged in the business of operating solid waste management and/or recycling facilities.
- B. The Company has agreed to provide Beck with current data regarding its facility and the nature and quantity of materials processed at its _____ facility [facilities] located in _____, _____ for the purposes of the Project.
- C. It is anticipated that the Company will furnish Beck certain information which is either non-public, confidential or proprietary in nature and the parties desire to protect the confidentiality of this information as appropriate.

NOW, THEREFORE, in consideration of permitting the disclosure of certain information and the promises contained herein, the parties agree as follows:

- 1. Beck will keep confidential all facility specific information marked as confidential by the Company (the "Information"), and, except as otherwise permitted herein, will not disclose or use the individual facility specific Information in whole or in part other than in connection with the Project. Beck agrees to reveal the Information only to its agents, representatives, attorneys or employees who need to know the Information for the purpose of completing the Project, who are informed of the confidential nature of the Information and who agrees to act in accordance with the terms of this Agreement. The Information provided will be aggregated with similar information from other California facilities and only aggregated data will be provided to the CIWMB.
- 2. Beck will not be prohibited from disclosing or using any information which;
 - a. is or becomes generally available to the public other than as a result of a disclosure by Beck;
 - b. was already in Beck's possession before any disclosure of the Information by the Company;
 - c. has been or is obtained by Beck from a third party (other than one acting on behalf of the Company) who Beck has no reason to believe is not lawfully in possession of the Information and who Beck has no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Company with respect to the Information;

- d. is required to be disclosed by a subpoena or other directive of a court, administrative agency, quasi-judicial body or arbitration panel; or
 - e. is independently developed by Beck.
- 3. All data, and other written Information submitted by the Company to Beck or its representatives shall be promptly returned to the Company upon its request. Beck may retain one copy of the Information for its legal records.
 - 4. The Agreement shall be governed by, and construed in accordance with, the laws of the State of California and Washington.
 - 5. This Agreement will terminate one year from the date hereof.
 - 6. This Agreement is binding upon and will inure to the benefit of the Company and Beck and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement the date first written above.

By _____

Its _____

R. W. BECK, INC.

By _____

Its _____